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Attorneys for Plaintiff Trust Your Journey, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

TRUST YOUR JOURNEY, LLC, a Nevada
limited liability company,

Plaintiff,

v.

THE WALT DISNEY COMPANY, a
Delaware corporation; DISNEY STORE USA,
LLC, a Delaware limited liability company,

Defendants.

Case No.:

COMPLAINT

- (1) Trademark Infringement under 15 U.S.C. § 1114
- (2) Unfair Competition under 15 U.S.C. § 1125(a)
- (3) State Trademark Infringement under NRS 600.420

JURY DEMAND

Trust Your Journey, LLC (“Trust Your Journey” or “Plaintiff”), for its Complaint against The Walt Disney Company and Disney Store USA, LLC (collectively “Disney” or “Defendants”), alleges the following:

JURISDICTION AND VENUE

1 2. This is an action for trademark infringement and unfair competition under the
2 Lanham Act, 15 U.S.C. §§ 1114 and 1125(a). Additionally, this is an action for Nevada state
3 trademark infringement under NRS 600.420 *et seq.*

4 2. This Court has subject matter jurisdiction over the claims brought under federal law
5 pursuant to 28 U.S.C. §§ 1331 and 1338, and 15 U.S.C. § 1121. This Court has supplemental
6 jurisdiction over the claims brought under Nevada state law pursuant to 28 U.S.C. § 1367(a).

7 3. Disney is subject to this Court's personal jurisdiction because, on information and
8 belief, (1) Disney does substantial business in this District; (2) Disney operates (or sanctions the
9 operation of) brick and mortar "Disney" stores in this District; and (3) regularly solicits business
10 from, does business with, and derives revenue from goods and services provided to customers in
11 this District. This Court's assertion of personal jurisdiction over Disney is proper based upon its
12 purposefully aiming of infringing conduct at Plaintiff and Nevada residents in the State of Nevada,
13 which is causing and will continue to cause Plaintiff irreparable harm.

14 4. Venue is proper in the United States District Court for the District of Nevada under
15 28 U.S.C. §§ 1391(b) because personal jurisdiction over Disney is proper and because a substantial
16 part of the events and acts giving rise to this Complaint have taken place in this judicial District.

PARTIES

17 5. Plaintiff Trust Your Journey is a Nevada limited liability company with its principal
18 place of business located in Reno, Nevada.

19 6. Trust Your Journey is informed and believes and thereon alleges that The Walt
20 Disney Company is a Delaware corporation that has its principal place of business located at 500
21 South Buena Vista Street, Burbank, CA 91521.

22 7. Trust Your Journey is informed and believes that Disney Store USA, LLC is a
23 Delaware limited liability company that has its principal place of business located at 500 South
24 Buena Vista Street, Burbank, CA 91521, and is a subsidiary of The Walt Disney Company. Disney
25 Store USA, LLC is registered to do business in the State of Nevada and has been assigned Entity
26 Number: E0205562008-5. Four (4) different "Disney" brick and mortar stores are currently
27
28

operating in the State of Nevada. The locations of these stores are as follows: Disney Store (Fashion Show Mall) 3200 Las Vegas Boulevard South, Las Vegas, NV 89109; Disney Store (Las Vegas North Premium Outlets) 875 Grand Central Parkway, Las Vegas, Nevada 89106; Disney Store (Meadows Mall) 4300 Meadows Lane, Las Vegas, NV 89107; and Disney Store (Las Vegas South Premium Outlets) 7400 Las Vegas Boulevard South, Las Vegas, NV 89123.

FACTS

8. Trust Your Journey is a Nevada-based company that was formed as a result of a personal fight and victory over breast cancer. *See* www.trustyourjourney.com. Since at least 2007, Trust Your Journey has used “Trust Your Journey” (“Mark”) in commerce in conjunction with the sale of environmentally friendly, inspirational goods including clothing, jewelry, paper goods, cups and mugs, bags, empty water bottles, candles, lotion, lip balm, wall hangings, and patches. *Id.* Currently, Trust Your Journey sells the following goods under the Trust Your Journey Mark: Clothing, including shirts, hoodies, hats, headbands, leggings, socks, bags, jewelry, writing journals, mugs, and patches. *Id.* Trust Your Journey has sold these goods in all fifty (50) states.

9. Trust Your Journey primarily sells its goods online through its www.trustyourjourney.com website, as well as through boutiques, hospital gift shops, outdoor stores, wellness centers, and book stores. Trust Your Journey has sold its goods through larger outlets in the past such as QVC and Cracker Barrel. Trust Your Journey does not market or sell its goods to discount stores.

10. Since its formation, Trust Your Journey has earned over \$3,900,000.00 in gross sales for sales of goods bearing the Trust Your Journey Mark. Trust Your Journey has advertised its Mark not only on its www.trustyourjourney.com website, but also at tradeshows in the following states: Georgia, New York, Nevada, Pennsylvania, Texas, Illinois, Minnesota, Oregon, Arizona, Utah, and Colorado. In the past, Trust Your Journey had as many as one hundred and fifty (150) sales representatives that served every state in the United States. Trust Your Journey has spent approximately \$240,000 on advertising, which includes the costs of showrooms and tradeshows, and has spent approximately \$114,000 in protecting and enforcing its Mark against third parties. Trust Your Journey has also licensed its Mark to third parties.

11. Trust Your Journey and its goods and message have been featured in articles that have appeared in the following media outlets: Outdoor Business, OC Metro, Waste Management Magazine, Elan Women's Magazine, Breast Cancer Wellness Magazine, Channel 2 News Reno, Nevada. As of December 9, 2019, Trust Your Journey has 3,561,793 followers on its Facebook account and 315,000 followers on its Instagram account.

12. Trust Your Journey is the owner of incontestable U.S. Trademark Reg. Nos. 3,511,725 ("725 Reg.") and 4,138,509 ("509 Reg.") for the Trust Your Journey Mark. True and correct copies of the '725 and '509 Registrations are attached respectfully hereto as Exhibits A and B. The '725 and '509 Registrations protect the Mark for goods in the following Classes: jewelry in International Class 14; blank journal books and blank writing journals in International Class 16; and cups and mugs and empty water bottles in International Class 21. *Id.*

13. Trust Your Journey is the owner of the following Nevada State Registration Nos. for the Trust Your Journey Mark:

- (a) Nevada Trademark Registration No. E0195902008-4 for water bottles and mugs;
- (c) Nevada Trademark Registration No. E0195972008-1 for jewelry;
- (d) Nevada Trademark Registration No. E0196042008-1 for journals; and
- (e) Nevada Trademark Registration No. E0196092008-6 for clothing.

True and correct copies of these Registrations are attached respectfully hereto as Exhibits C-F and are referred to herein as the "Nevada Registrations."

14. In addition to its federal and state trademark registrations, Trust Your Journey is the owner of common law rights in the Mark for the aforementioned goods as well as for clothing, bags, and patches. Examples of Trust Your Journey's clothing, bags, and patches are found on www.trustyourjourney.com.

15. Prior to Disney's use of "Trust Your Journey" for similar consumer goods, the Trust Your Journey Mark had become recognized and relied upon by consumers as identifying the quality goods and services of Trust Your Journey and distinguishing those goods and services from the goods and services of others. Trust Your Journey's Mark therefore represents the goodwill

1 belonging exclusively to Trust Your Journey.

2 16. Subsequent to Trust Your Journey's adoption and use of its Trust Your Journey
3 Mark, Disney commenced selling goods, or offering to sell goods, bearing the Trust Your Journey
4 Mark in this District. These goods include clothing, bags, jewelry, cups and mugs, posters, rugs,
5 throw pillows, fabric, hair bows, and books. True and correct copies of representative images and
6 web pages showing Disney's use of the Trust Your Journey Mark are attached collectively hereto as
7 Exhibit G.

8 17. Disney's unauthorized use of an infringing Trust Your Journey Mark creates a
9 likelihood of confusion (forward and reverse), mistake, and deception as to the affiliation,
10 connection, association, origin, sponsorship or approval of its services and/or goods, all to Trust
11 Your Journey's irreparable loss and damage.

12 18. Trust Your Journey has been damaged by Disney's willful misconduct in an amount
13 according to proof.

14 **FIRST CLAIM FOR RELIEF**

15 **(Federal Trademark Infringement – 15 U.S.C. § 1114)**

16 19. Trust Your Journey incorporates the allegations in the preceding paragraphs as if
17 fully set forth herein.

18 20. Trust Your Journey is the owner of the '725 and '509 Registrations that protect the
19 Trust Your Journey Mark for goods in the following Classes: jewelry in International Class 14;
20 blank journal books and blank writing journals in International Class 16; and cups and mugs and
21 empty water bottles in International Class 21. *See* Exhibits A and B.

22 21. By the acts complained of herein, Disney has sold goods bearing the Trust Your
23 Journey Mark in International Classes 14, 16 and 21, which is likely to cause confusion, mistake
24 and deception amongst the consuming public in violation of 15 U.S.C. § 1114(a).

25 22. Disney's aforesaid acts have caused and will continue to cause great and irreparable
26 injury to Trust Your Journey and, unless such acts are restrained by this Court, such acts will
27 continue and Trust Your Journey will therefore continue to suffer great and irreparable injury.

28 23. Trust Your Journey has been damaged by Disney's infringement in an amount

1 according to proof.

2 24. As a direct and proximate result of Disney's infringement of Trust Your Journey's
3 '725 and '509 Registrations, Trust Your Journey has suffered, and will continue to suffer, monetary
4 injury and irreparable injury to its business, reputation, and goodwill, for which there is no
5 adequate remedy at law. As a result, in addition to monetary damages, Trust Your Journey is
6 entitled to temporary, preliminary and permanent injunctive relief preventing Disney's continued
7 infringement of Trust Your Journey's rights in its Trust Your Journey Mark.

8 **SECOND CLAIM FOR RELIEF**

9 **(Unfair Competition and False Designation of Origin – 15 U.S.C. § 1125(a))**

10 25. Trust Your Journey incorporates the allegations in the preceding paragraphs as if
11 fully set forth herein.

12 26. Trust Your Journey is the owner of common law rights in the Trust Your Journey
13 Mark for clothing, bags, and patches in addition to the goods protected by its federal and State
14 Registrations identified herein.

15 27. By the acts complained of herein, Disney has used in connection with their goods a
16 false designation of origin, description or representation, including use of "Trust Your Journey"
17 which is likely to cause confusion, mistake or to deceive as to origin, affiliation, connection,
18 sponsorship or association of Disney with Trust Your Journey, or as to the origin, sponsorship or
19 approval of Disney's goods by Trust Your Journey, in violation of 15 U.S.C. § 1125(a).

20 28. Disney's aforesaid acts have caused and will continue to cause great and irreparable
21 injury to Trust Your Journey and, unless such acts are restrained by this Court, such acts will
22 continue and Trust Your Journey will therefore continue to suffer great and irreparable injury.

23 29. As a direct and proximate result of Disney's unfair competition, Trust Your Journey
24 has suffered, and will continue to suffer, monetary injury and irreparable injury to its business,
25 reputation, and goodwill, for which there is no adequate remedy at law. As a result, in addition to
26 monetary damages, Trust Your Journey is entitled to temporary, preliminary and permanent
27 injunctive relief preventing Disney's continued infringement of Trust Your Journey's rights in its
28 Trust Your Journey Mark.

THIRD CLAIM FOR RELIEF**(State Trademark Infringement —NRS 600.420)**

30. Trust Your Journey incorporates the allegations in the preceding paragraphs as if fully set forth herein.

31. Trust Your Journey is the owner of the Nevada Registrations, including Trademark Registration Nos. E0195902008-4 (water bottles and mugs), E0195972008-1 (jewelry), E0196042008-1 (journals), and E0196092008-6 (clothing). *See* Exhibits C-F.

32. By the acts complained of herein, Disney has sold goods in the State of Nevada under the Trust Your Journey Mark that are protected by the foregoing Nevada Registrations. Such use is likely to cause confusion, mistake and deception amongst the consuming public in violation of NRS 600.420, *et seq.*

33. Disney's aforesaid acts have caused and will continue to cause great and irreparable injury to Trust Your Journey and, unless such acts are restrained by this Court, such acts will continue and Trust Your Journey will therefore continue to suffer great and irreparable injury.

34. As a direct and proximate result of Disney's infringement of Trust Your Journey's Nevada Trademark Registration Nos. E0195902008-4, E0195972008-1, E0196042008-1, and E0196092008-6, Trust Your Journey has suffered, and will continue to suffer, monetary injury and irreparable injury to its business, reputation, and goodwill, for which there is no adequate remedy at law. As a result, in addition to monetary damages, Trust Your Journey is entitled to temporary, preliminary and permanent injunctive relief preventing Disney's continued infringement of Trust Your Journey's rights in its Trust Your Journey Mark.

PRAYER FOR RELIEF

WHEREFORE, Trust Your Journey respectfully prays that the Court grant the following relief:

A. That the Court enter judgment against Disney, finding that:

1. Disney has infringed Trust Your Journey's rights in its U.S. Trademark Reg. Nos. 3,511,725 and 4,138,509 in violation of 15 U.S.C. § 1114;

2. Disney has unfairly competed with Trust Your Journey's rights in its Trust Your

1 Journey Mark in violation of 15 U.S.C. § 1125(a); and

2 3. Disney has infringed Trust Your Journey's rights in Nevada Trademark Registration
3 Nos. E0195902008-4, E0195972008-1, E0196042008-1, and E0196092008-6 in violation of NRS
4 600.420.

5 B. That the Court enter judgment against Disney that the above acts, A(1)-(3), were
6 willful and intentional making this an exceptional case;

7 C. That the Court issue a temporary, preliminary and permanent injunction prohibiting
8 Disney, Disney's respective officers, agents, servants, employees and/or all persons acting in
9 concert or participation with Disney, from using or contributing or causing the use of Plaintiff's
10 Trust Your Journey Mark or any trademark confusingly similar thereto;

11 D. That the Court enter an order requiring Disney to deliver to Trust Your Journey for
12 destruction any and all goods and advertising and promotional materials in Disney's possession,
13 custody or control, which contain the infringing Trust Your Journey Mark;

14 E. That Trust Your Journey be awarded damages for Disney's trademark infringement
15 and unfair competition;

16 F. That Trust Your Journey be awarded all profits resulting from Disney's trademark
17 infringement and unfair competition;

18 G. That Disney be ordered to account for and disgorge to Trust Your Journey all
19 amounts by which the Disney has been unjustly enriched by reason of the unlawful acts complained
20 of;

21 H. That Trust Your Journey be awarded damages resulting from Disney's infringement
22 and unfair competition in accordance with the provisions of 15 U.S.C. § 1117 and NRS 600.430;

23 I. That damages resulting from Disney's infringement and unfair competition under
24 the Lanham Act and the Nevada Revised Statutes be trebled due to Disney's willfulness, in
25 accordance with the provisions of 15 U.S.C. § 1117 and NRS 600.430;

26 J. That Trust Your Journey be awarded an amount sufficient to reimburse Trust Your
27 Journey for costs of corrective advertising;

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1 K. An award of full costs and reasonable attorneys' fees against Disney pursuant to 15
2 U.S.C. § 1117 and NRS 600.430;

3 L. For pre-judgment interest on all infringement and any other appropriate damages;
4 and

5 M. For such other or further relief as the Court may deem just and proper.

6 DATED this 10th day of December, 2019.

7 BROWNSTEIN HYATT FARBER SCHRECK, LLP

8 By: /s/ Matthew D. Francis

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16 *Attorneys for Plaintiff Trust Your Journey, LLC*

17 **JURY DEMAND**

18 Pursuant to Fed. R. Civ. P. 38(b), Plaintiff Trust Your Journey, LLC hereby demands a jury
19 trial on all issues triable by jury.

20 DATED this 10th day of December, 2019.

21 BROWNSTEIN HYATT FARBER SCHRECK, LLP

22 By: /s/ Matthew D. Francis

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INDEX OF EXHIBITS

A.	U.S. Trademark Reg. No. 4,138,509	2 Pages
B.	U.S. Trademark Reg. No. 3,511,725	1 Page
C.	Nevada Trademark Registration No. E0195902008-4	3 Pages
D.	Nevada Trademark Registration No. E0195972008-1	3 Pages
E.	Nevada Trademark Registration No. E0196042008-1	3 Pages
F.	Nevada Trademark Registration No. E0196092008-6	3 Pages
G.	Copies of representative images and web pages showing Disney's use of the Trust Your Journey Mark	14 Pages
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